**

Approved by
RB Rail AS

Procurement commission’s decision,
session minutes No 1, dated September 23, 2024

REGULATIONS

FOR THE PROCUREMENT PROCEDURE

“AUTODESK LICENSES FOR EMPLOYEES”

(Identification No RBR 2024/7)



Riga

2024

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Regulations

* Abbreviations and terms
	1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
	2. Contract (also Agreement) - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;
	3. Contracting authority (also the Contracting entity) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Satekles street 2b, Riga, LV-1050, Latvia;
	4. Contractor - supplier of goods awarded the right to enter the Contract in the Procurement to provide goods in accordance with requirements stipulated in Regulations and Contract;
	5. Identification number – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2024/7);
	6. Procurement - procurement “Autodesk licenses for employees” (identification number: RBR 2024/7) in which all interested Suppliers are entitled to submit their Proposals;
	7. Procurement commission – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-2024-32, dated September 17, 2024, issued by the Management Board of joint stock company RB Rail AS;
	8. Proposal - documentation package the Tenderer submits to participate in the Procurement;
	9. Regulations – regulations of the Procurement “Autodesk licenses for employees” (identification number: RBR 2024/7), as well as all the enclosed annexes;
	10. Supplier – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to perform works, supply goods or provide services accordingly;
	11. Tenderer – a Supplier which has submitted a Proposal.
* General information
	1. The identification number of the Procurement is No RBR 2024/7.
	2. The applicable CPV code is:
		1. 48900000-7 (Miscellaneous software package and computer systems);
	3. The Procurement is co-financed by the Connecting Europe Facility (CEF).
	4. The subject matter of the Procurement is not divided into lots.
	5. The Tenderer is not permitted to submit variants of the Proposal.
	6. This Procurement is organized in accordance with Section 9 of the Public Procurement Law of the Republic of Latvia (hereinafter – Public Procurement Law) in effect on the date of publishing the contract notice.
	7. This Procurement is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001>).
	8. The Procurement Regulations (hereinafter – Regulations) and all its annexes are freely available in Contracting Authority’s profile in the E-Tenders system at webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/131324 and the Internet webpage of the Contracting Authority <http://railbaltica.org/tenders/>.
	9. Amendments to the Procurement Regulations and answers to suppliers’ questions shall be published on the E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/131324 and the Contracting Authority's Internet webpage <http://railbaltica.org/tenders/>. It is the supplier’s responsibility to constantly follow the information published on the webpage and E-Tenders system and to take it into consideration in its proposal.
	10. Contact person of the Contracting Authority for this Procurement- in administrative aspects of the open competition: Procurement specialist Anastasia Līduma, telephone: +371 20362726, e-mail address: anastasija.liduma@railbaltica.org. All requests for information or additional explanations shall be submitted through the E-Tenders system. Answers to questions or explanations from the Contracting Authority are also provided through the E-Tenders system.
	11. The Procurement Commission and the supplier exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via e-mail or using E-Tenders system.
	12. The Contracting Authority can make amendments to the procurement documentation, unless the amended regulations do not allow the submission of different offers or the participation or selection of other bidders in the procurement. If the Procurement Commission makes amendments to the procurement documentation, the customer shall re-prepare and publish a notice on the planned contract in the publication management system. The Contracting Authority sets a deadline for the submission of proposals, which is not shorter than 10 working days after the day when the announcement about the planned contract is republished, and provides free and direct electronic access to the amended procurement documents in Contracting Authority’s profile, starting from the day of publication of the aforementioned announcement.
	13. The supplier can request additional information regarding the Regulations. Additional information can be requested in writing, by sending it to the Procurement Commission electronically via e-mail or using E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can give it a reply no later than 4 (four) days prior to the deadline for proposal submission. The Procurement Commission shall provide additional information within 3 (three) Business days from the day of receipt of the request.
	14. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting Authority. Under no circumstances will the Contracting Authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, inter alia, costs associated with any site visits) or the Supplier’s participation in the procurement exercise.
* The rights of the Procurement Commission
	1. The Procurement Commission has the right to demand at any stage of the Procurement that the Tenderer submits all or part of the documents which certify Tenderer’s compliance to the requirements for the selection of Tenderers. The Procurement Commission does not demand documents or information which is already at its disposal or is available without charge in public data bases.
	2. If the Tenderer submits document derivatives (e.g. copies), then in case of doubt about the authenticity of the submitted document derivation the Procurement Commission can demand that the Tenderer shows the original documents.
	3. During proposal assessment, the Procurement Commission has the right to demand that the included information is clarified.
* The obligations of the Procurement Commission
	1. The Procurement Commission ensures the documentation of the process of the Procurement procedure.
	2. The Procurement Commission ensures free and direct electronic access to the Procurement procedure documents in Contracting Authority’s profile at the E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/131324  and at the Internet webpage of the Joint-Stock Company RB Rail AS <http://railbaltica.org/tenders/>.
	3. If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in Procurement procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement Commission provides a response electronically within 3 (three) Business days, but not later than 4 (four) days before the deadline for submitting proposals. Simultaneously with sending this information to the supplier who had asked the question, the Contracting Authority publishes this information in Contracting Authority’s profile on the E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/131324  and on its Internet webpage [http://railbaltica.org/tenders/](http://railbaltica.org/global-forum-day-1-presentations/), where Procurement procedure documents are available, indicating the question asked.
	4. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting Authority can check the content of the Proposals only after the expiration of the deadline for their submission. In time between the day of the submission of Proposals till the moment of opening thereof the Contracting Authority does not disclose information regarding the existence of other Proposals. In the time of Proposal assessment till the moment of the announcement of the results the Contracting Authority does not disclose information regarding the assessment process.
	5. The Procurement Commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, Procurement procedure documents, as well as other regulatory enactments.
	6. If the Procurement Commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying on that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement Commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement Commission, the Procurement Commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.
	7. The Procurement commission shall recognize as the winner in the Procurement the tenderer selected in accordance with the requirements and criteria laid down in the Procurement regulations and not subject to exclusion from the participation in the Procurement in accordance with Paragraph eight of Section 9 of Public procurement Law. If submitted proposals are not corresponding to the requirements laid down in the Procurement regulations or no proposals are submitted at all, the Procurement commission shall take the decision to terminate the Procurement without result.
	8. The Procurement Commission prepares a report on the Procurement procedure and publishes it in Contracting Authority’s profile on the E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/131324  and on the Contracting Authority's webpage [http://railbaltica.org/tenders/](http://railbaltica.org/tenders/164-2/) within 3 (three) Business days from day when the decision about the results of the Procurement is taken.
* The rights and obligations of the Tenderer
	1. The Tenderer have the rights to submit Tenderer’s Electronic Procurement System registration documents (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here: <http://www.railbaltica.org/procurement/e-procurement-system/>).
	2. The Tenderer can request and within 3 (three) Business days after submitting the request receive a copy of the documents of Procurement procedure excluding proposals and applications.
	3. If the Contracting Authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting Authority does not conform to the factual situation.
	4. A tenderer who has submitted a tender in a Procurement and who deems that the rights thereof have been infringed or an infringement of such rights is possible, is entitled to appeal the taken decision in the District Administrative Court in accordance with the procedures laid down in the Administrative Procedure Law within one month following the day of receipt of the decision. A ruling of the District Administrative Court may be appealed in accordance with cassation procedures in the Department of Administrative Cases of the Supreme Court. Appeal of the decision shall not suspend its operation thereof.
	5. The Tenderer shall follow and comply with all requirements established in the Regulations of this Procurement.
* **SUBJECT MATTER OF THE Procurement**
	1. Subject matter of the Procurement is – provision of goods - Autodesk Flex Tokens (hereinafter referred to also as Goods) and administrative support for licensed use of Autodesk software. Autodesk Flex Tokens enables the usage of Autodesk product made available for Autodesk Flex Tokens for a daily rate. Subject-matter of the Procurement is included in Annex No 2 “Technical specification” to the Regulations.
	2. The total price of Contract shall not exceed EUR 41,999,00 (forty-one thousand, nine hundred ninety-nine *euro*, 00 *euro* cents).
	3. The Contracting Authority is not obliged to absorb the entire amount of Contract price. Within execution of Contract Contracting Authority is not related with a specific volume of services and make orders in compliance with its needs and finances.
	4. Place of execution of the Procurement Contract: Latvia, Lithuania, Estonia.
	5. Time for provision of the services is 36 (thirty-six) months starting from the commencement date. In case the Total Value has not been reached, yet the initial 36 (thirty-six) month term has passed, the initial Term can be extended for a period of up to additional 12 (twelve) months or until the Total Value is reached, whichever comes first.
* Tenderer
	1. The proposal can be submitted by:
	2. A supplier, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for Tenderers;
	3. A group of suppliers (hereinafter also – Tenderer, partnership) which complies with the selection criteria for Tenderers:
		1. A group of suppliers who have formed a partnership for this open competition. In this case all the members of the partnership shall be listed in Annex 1 “Application”. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting Authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting Authority in writing.
		2. An established and registered partnership (a general partnership or a limited partnership, within the meaning of Latvian Commercial Law, Chapter IX and X) (hereinafter also – Tenderer) which complies with the selection criteria for Tenderers.
* Selection criteria for Tenderers
	1. Exclusion grounds

Before making the decision to award the contract signing rights, Contracting Authority shall verify whether the Tenderer, to whom the Contract signing rights should be awarded, is not a subject for exclusion grounds set in the Article 42 of Public Procurement Law of Republic of Latvia. The Contracting Authority shall exclude the Tenderer from further participation in the Procurement in any of the following circumstances:

| No | Requirement (Exclusion ground) | Documents to be submitted after Procurement commission`s request[[1]](#footnote-2) |
| --- | --- | --- |
| 8.1.1. | Within previous 3 (three) years before submission of the Proposal:* The Tenderer;
* Person who is Tenderer’s management board or supervisory board member;
* Person with representation rights or a procura holder;
* Person who is authorized to represent the Tenderer in operations in relation to a branch;
* Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* Person on whose capacity Tenderer is relying to certify its compliance with the requirements;
* Beneficial owner of the Tenderer; [[2]](#footnote-3)
* Person who has decisive influence on participation in the sense of the normative/regulatory acts;[[3]](#footnote-4)

has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor’s order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such organization,b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences,c) fraud, misappropriation or money-laundering,d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,e) human trafficking,f) evasion from payment of taxes or similar payments. | * For a Tenderer and a person who is Tenderer’s management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceed 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;
* For beneficial owner of the Tenderer;

who is registered or residing in Latvia, Contracting authority will verify the information itself in publicly available databases;* For a Tenderer and a person who is Tenderer’s management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorized to represent the Tenderer in operations in relation to a branch;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceed 10`000 (ten thousand) euros of the contract;
* For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;
* For beneficial owner of the Tenderer;

who is registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.* For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority, indicating persons who has decisive influence. [[4]](#footnote-5)
 |
| 8.1.2. | It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract:* The Tenderer;
* Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* Person on whose capacity Tenderer is relying to certify its compliance with the requirements;
* Beneficial owner of the Tenderer;
* Person who has decisive influence on participation in the sense of the normative/regulatory acts;

has tax debts:a) in Latvia in accordance with the Law “On Taxes and Fees”;or b) in the country of registration or permanent residence in accordance with the laws and regulations of the country of registration or residence has unfulfilled obligations in the field of taxes (including state social insurance contributions debts). | * For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;
* For beneficial owner of the Tenderer;

who is registered or residing in Latvia, Contracting authority will verify the information itself in publicly available databases;* For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceed 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;
* For beneficial owner of the Tenderer;

who is registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence;* For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority, indicating persons with decisive influence.
 |
| 8.1.3. | -Tenderer;-Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;-Person on whose capacity Tenderer is relying to certify its compliance with the requirements;-Person who has decisive influence in the sense of the normative/regulatory actsis a legal person or association of persons is registered in an offshore[[5]](#footnote-6). | * For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;

who is registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases;* For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal or exceed 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;

who is registered or residing outside of Latvia shall submit a copy of a valid registration certificate or a similar document issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined;For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority, indicating persons with decisive influence. |
| 8.1.4. | The owner or shareholder (with more than 25% of share capital) of:-Tenderer;-Subcontractor whose value of works to be performed or services to be provided is equal or exceeds 10`000 (ten thousand) euros of the contract price;-Person on whose capacity Tenderer is relying to certify its compliance with requirements;-Person who has decisive influence on participation in the sense of the normative/regulatory actswho is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.  | For:* A Tenderer who is registered in Latvia;
* A subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros or the contract price who is registered in Latvia;
* A person on whose capacity the Tenderer is relying to certify its compliance with the requirements who is registered in Latvia;
* A Person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered in Latvia;

Contracting authority will verify the information itself in publicly available databases.* If such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves the fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore.
 |
| 8.1.5. | Insolvency proceeding have been announced (except where a set of measures aimed at restoring the solvency of the debtor is applied in the insolvency proceedings), the business activities have been suspended, the business is under liquidation for:-Tenderer;- Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;-Person on whose capacity the Tenderer is relying to certify its compliance with the requirements. | * For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying to certify its compliance with requirements;

who is registered or residing in Latvia, the contracting authority will verify the information itself in publicly available databases;* For a Tenderer;
* For subcontractor whose value or works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying to certify its compliance with the requirements;
* who is registered or residing outside of Latvia, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.
 |
| 8.1.6. | In case a person who drafted the procurement procedure documents (Contracting authority’s official or employee), Procurement commission member, Procurement commission secretary or expert is related to the Tenderer or is interested in selection of some Tenderer and the Contracting authority cannot prevent this situation by measures that cause less restrictions on Tenderer. A person who drafted the procurement procedure documents (Contracting authority’s official or employee), Procurement commission member, Procurement commission secretary or expert is presumed to be related to the Tenderer in any of the following cases:a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer’s or subcontractor’s, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.d) If he or she is current or former beneficial owner of a Tenderer which is a legal person and if such relationship with the legal person was terminated within the las 24 (twenty-four) months;e) If he or she is a relative of the beneficial owner which is a legal person. If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority’s official or employee), Procurement commission member or expert is related to a member of a partnership in any of the above-mentioned ways. | * No obligation to submit documents, unless specifically requested by the Procurement commission.
 |
| 8.1.7. | International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:1. Tenderer or a person who is the Tenderer’s management board or supervisory board member, beneficial owner, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch,
2. member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner, person with representation rights or a procura holder (if the Tenderer is a partnership),

and such sanctions can affect the execution of the Contract. | * For a Tenderer registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases.
* For a Tenderer registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership (if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner.
 |

* 1. Legal standing and suitability to pursue the professional activity

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.2.1. | **The Tenderer** or **all members of the partnership** (if the Tenderer is a partnership), **a person on whose capabilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the contract value** **must be registered in the Registry of Enterprises or Registry of Inhabitants, or other register in a country where the Tenderer is registered or residing** (only if the legislation of the respective country requires registration of natural or legal persons). | * For a Tenderer which is a legal person (or a member of a partnership, a person on whose capabilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the contract value) registered in Latvia the Contracting Authority shall verify the information itself in publicly available databases.
* For a Tenderer which is a natural person (or a member of a partnership, a person on whose capabilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the contract value) – a copy of an identification card or passport and certificate or similar document;
* For a Tenderer (or each member of a partnership) which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence and **wherefrom at least the fact of registration and information about shareholders, board or supervisory board members, beneficial owners, persons with decisive impact, officials and procura holders, persons who are authorised to represent the Tenderer in operations in relation to a branch (if any) can be determined.**
* For each person on whose capabilities a Tenderer relies to certify its compliance – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration, licensing or certification of legal persons in the country of their residence and **wherefrom at least the fact of registration, information about shareholders, board or supervisory board members, officials and procura holders, persons who are authorized to represent the Tenderer in operations in relation to a branch (if any) can be determined.**
* For each subcontractor whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the contract value – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration, licensing or certification of legal persons in the country of their residence and **wherefrom at least the fact of registration can be determined.**
* If proposal is submitted by a partnership, the Proposal shall include document (e.g. statement, confirmation or agreement or letter of intention to enter in such agreement, or any other similar document) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership member and a commitment to fulfil the procurement contract in the respective area, and which authorizes one key member to sign the proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made.
* If the Tenderer relies on the capabilities of other persons to comply with the qualification requirements or involves sub-contractors, whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the contract value – document (e.g. statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer, or letter of intention to enter in such agreement, or any other similar document), signed between such persons and the Tenderer (indicating the capabilities and responsibilities for such person and/or sub-contractor).
* In addition, the Tenderer must fill in Annex 4 and Annex 5 (in case the Tenderer relies on the capabilities of other persons to comply with the qualification requirements or involves sub-contractors, whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the contract value).
 |
| 8.2.2. | The representative of the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, or subcontractor, who has signed documents contained in the proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer. | * Proof of Tenderers` representation or authorisation (e.g. power of attorney or registration certificate) and stating the authorizations to sign, submit and otherwise manage the proposal.
* A document confirming the right of signature (representation) of the representative of the Tenderer, or a member of a partnership, or a person on whose capabilities a Tenderer relies, or subcontractor.
* For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies, or subcontractor, registered in Latvia, the Contracting Authority shall verify the information itself in publicly available databases.
* If the Tenderer, or a member of a partnership, or a person on whose capabilities a Tenderer relies, or subcontractor submits a power of attorney there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation).
 |
| 8.2.3. | The Tenderer, or member of partnership or who will supply Autodesk Flex Tokens, (if proposal is submitted by partnership), or person on whose capabilities Tenderer relies on or subcontractor who will supply Autodesk Flex Tokens shall have status of Autodesk partner entitled to engage in the sale of the offered licenses. | * For a Tenderer, or member of partnership who will provide Autodesk Flex Tokens (if proposal is submitted by partnership), or subcontractor or person on whose capabilities Tenderer relies on who will supply goods the certificate or other document certifying that the Tenderer is entitled to engage in the sale of the offered licenses.
 |

* 1. Economic and financial standing

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.3.1. | The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), **average financial turnover within the last 3 (three) financial years, i.e. 2021, 2022, 2023 is not less than EUR 40 000, 00 (forty thousand *euros*, 00 *euro* cents)**In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer’s actual operation period. | * Filled in and signed Annex 6 (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying on to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract).
* Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2021, 2022, 2023 showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract.
* If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify it`s financial and economic performance, the Tenderer **shall indicate the member of the partnership or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex 6.**
* For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect).
* In the case the previous three financial years of particular Tenderer differs from financial years (2021, 2022, 2023) stated in Regulation or the financial report isn’t available, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available.
 |
| 8.3.2. | The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year (2023) shall have:1. positive equity capital;
 | * Filled in and signed Annex 6 (by the Tenderer and each member of the partnership (only those on whose financial capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract).
* Audited or self-approved (if the audited annual financial report is not required by the law of the country of residence of the Tenderer) annual financial report for financial year 2023, showing the balance and calculation that proves positive equity capital.
* If annual financial report for financial year 2023 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and financial indicators in order to calculate equity of the Tenderer for the financial year 2023 (or last available financial year).
 |

* 1. Notices and other documents, which are issued by Latvian competent institutions, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 1 (one) month prior to submission thereof or if the notice contains a shorter validity term. Notices and other documents, which are issued by foreign competent institutions, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 6 (six) months prior to submission thereof or if the notice contains a shorter validity term. The Tenderer must verify the latter. This rule does not apply to expert’s diploma providing relevant level of education, fact of registration supporting documents, copies of ID cards, passports, marriage certificates or documents certifying economic standing of the Tenderer.
	2. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1., are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g. self-statements, sworn-statements/declarations on oath), the Tenderer has to provide (indicate) legal grounds to law or enactment in accordance with such self-statements or declarations on oath have been given.
	3. If it has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions in any of the countries, Procurement Commission acts in accordance with order established in Clause c) of Section 5 of Section the Article 42 of Public Procurement Law of the Republic of Latvia.
	4. Exclusion grounds will be verified in accordance with the Regulations stipulated in Section (8) and Section (9) of Article 9 of the Public Procurement Law. If the Tenderer is subject to any of the exclusion grounds under Section 8.1. 1. and 8.1.5. – 8.1.6., the Tenderer shall indicate this fact in application (Annex No 1) and provide explanations and evidences regarding the reimbursement of the damage caused or an agreement on the reimbursement of the damage caused, cooperation with the investigating authorities and the technical, organizational or personal management measures taken to demonstrate their reliability and prevent recurrence of the same and similar cases in the future.
	5. If the Tenderer doesn’t submit explanations and evidences, Contracting Authority shall exclude the Tenderer from participating in the procurement procedure as compliant to the exclusion grounds under Section 8.1.1. and 8.1.5. – 8.1.6.
	6. Contracting Authority shall evaluate the measures taken by the Tenderer, member of the partnership (if the Tenderer is a partnership) and evidences thereof, taking into account the severity of the criminal offence or infringement and the specific circumstances. The Contracting Authority may request from the competent authorities in the relevant field of criminal offence or infringement concerned opinions whether the measures taken by the Tenderer are sufficient to restore reliability and to prevent the same or similar cases in the future. The opinion shall not be requested if it is already available for the Contracting Authority or the Tenderer has submitted an opinion of the relevant authority in the field of criminal offence or infringement regarding the sufficiency of the measures taken by the relevant Tenderer for the restoration or reliability and for the prevention of the same and similar cases in the future.
	7. If the Tenderer considers the measures taken to be sufficient to restore reliability and prevent similar cases in the future, Contracting Authority shall take a decision not to exclude the relevant Tenderer from participating in the procurement procedure. If the measures taken are insufficient, the Contracting Authority shall take a decision to exclude the Tenderer from further participating in the procurement procedure.
	8. In case any of requirements related to the exclusion grounds and stipulated in this Regulations differs from the requirements established in the Public Procurement Law of Republic of Latvia, Regulations of the Public Procurement Law of Republic of Latvia shall prevail, and the Procurement Commission will act in accordance with the requirements established in the respective law.
1. Reliance on the capabilities of other persons
	1. For the fulfilment of the Contract, in order to comply with the selection requirements for the Tenderer relating to the economic and financial standing and technical and professional ability (including regarding the qualification requirements for the company and team of experts), the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship. In this case:
		1. **The Tenderer indicates in the Proposal all persons upon whose capabilities it relies on to certify the qualification requirements by filling in the table which is attached as Annex No 4, fills necessary information in E-Tenders system and proves to the Contracting Authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract.**
		2. If the Tenderer relies on the capacities of other persons to certify the qualification requirements pertaining to their technical and professional capacity or financial and economic capacity, the Tenderer must additionally submit document (e.g. statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer, or letter of intention to enter in such agreement, or any other similar document) signed by the persons on whose capacity the Tenderer relies upon and the Tenderer, specifying that:

**a)** **the person in question will have the necessary resources that the Tenderer relied upon submitting the proposal, and**

**b)** **that these resources will be available to the Tenderer throughout the duration of the contract, and that the party in question will provided the Tenderer with the resources necessary to perform the contract (indicating the specific work that will be performed during the contract), if it is awarded to the Tenderer.**

* + 1. If the Tenderer relies on the capacities of a person, which is partially owned by the Tenderer, or which partially owns the Tenderer, such a party must also submit the document specified in this Section.
		2. If the person that signs the respective document does not have the right of representation (in accordance with the information of the Latvian Register of Enterprises or, if the Tenderer or the party in question is registered abroad, in accordance with the document issued by the competent official body of the country in question), the proposal must be provided with a document that confirms that this person is authorized to sign the respective document.
	1. Documents on cooperation and passing of resources must be enough to prove to the Contracting Authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.
	2. The Contracting Authority shall require establishing **joint and several liability for the execution of the Contract (i.e., for the winning Tenderer) between the members of a partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who will be financially and economically responsible for the fulfilment of the Contract, or between the Tenderer and any other person on whose financial and economic capabilities the Tenderer is relying to meet requirements regarding financial and economic standing defined in Regulations who will be financially and economically responsible for the fulfilment of the Contract**.
	3. The Contracting Authority shall evaluate the person, on whose capabilities the Tenderer to whom the rights to conclude the Contract should be assigned is relying. In case such person will comply with any of the exclusion grounds which are mentioned in Sections 8‎.1.1. to ‎8.1.‎6. of the Regulations the Contracting Authority shall request the Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tenderer, the Contracting Authority shall exclude such Tenderer from further participation in the open competition.
1. Subcontracting
	1. For the fulfilment of the Contract the Tenderer may involve sub-contractors. In this case the Tenderer indicates in the Proposal all sub-contractors by filling in the table which is attached as Annex No 5, fills necessary information in E-Tenders system and proves to the Contracting Authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract, **by submitting a signed document (statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such sub-contractors and the Tenderer or letter of intention to enter in such agreement or any other similar document). The documents named before can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract**.
	2. The Contracting Authority shall evaluate the sub-contractor whose share of services is equal to or exceeds 10’000 (ten thousand) euros of the Contract price of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8‎.1.‎1. to ‎8.1.6. of the Regulations. In case sub-contractor whose share of services is equal to or exceeds 10’000 (ten thousand) euros of the Contract price, will comply with any of the exclusion grounds, the Contracting Authority shall request Tenderer to change such sub-contractor. If the Tenderer shall not submit documents about another sub-contractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting Authority shall exclude such Tenderer from further participation in the open competition.
	3. Contracting Authority reserves the right to request the Tenderer to identify all the sub-contractors involved in delivery of services irrespective of the amount of participation in the provision of services upon signing the Contract.
2. Financial Proposal
	1. The Financial proposal consists of Table No 1 and shall be submitted filled according to Annex No 3.
	2. The proposed prices shall be determined in euro without value added tax (hereinafter – VAT). The price for Goods shall be proposed for amount of Tokens indicated in Table No 1 and shall be valid as of October 30, 2024.
	3. The proposed prices have to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.
	4. The proposed price shall include all taxes, fees and payments, and all costs related to the fulfilment of the subject-matter that can be reasonably estimated, except VAT.
	5. The total price for Table No 1 shall be used for evaluation purposes only.
	6. If the Tenderer’s Financial Proposal does not comply with all the requirements under Section 11 of this Regulations, Financial Proposal will be deemed incompliant and will not be further evaluated.
	7. If the Tenderer indicates 0.00 EUR in the Financial proposal for the offered goods, the Tenderer must provide a detailed justification on the substantial conditions of the proposal (service costs, particularly favorable conditions of service provision, feature goods/service provision and originality, opportunity to receive business support) which allowed Tenderer to provide the specified costs.
3. Technical Proposal
	1. The Tenderer's technical proposal shall be submitted filled and must comply with the requirements of Technical Specification specified in Annex 2 of the Regulations:
	2. The Tenderer indicates and includes in the technical proposal information confirming that the Tenderer understands and undertakes to comply with each requirement specified in the Technical Specification. The Tenderer may submit other additional information that is considered necessary.
	3. In the Technical proposal form the Tenderer shall fill in “WE CONFIRM” or otherwise clearly describe the ability to ensure compliance with the requirement.
	4. The Tenderer must provide all the items specified in the technical specification. In case if Tenderer does not provide all items mentioned in the technical specification, the Tenderer’s proposal will be rejected as non-compliant.
4. Contents and form of the Proposal
	1. Proposal (hereinafter – Proposal) must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System, in accordance with the following options for the Tenderer:
		1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this procurement procedure;
		2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
		3. by encrypting electronically prepared proposal outside subsystem of E-Tenders with data protection tools, provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document);
	2. During preparation of the Proposal, the Tenderer respects:
		1. Proposal must be filled in a separate electronic document, in line with the forms attached to the procurement process of the E-Tenders subsystem in a Microsoft Office 2010 (or later) format or PDF format and attached to the designated part of the procurement procedure;
		2. Upon submission, the Tenderer signs the Proposal with a secure electronic signature and timestamp or with an electronic signature provided by the Electronic Procurement System. The Tenderer can use a secure electronic signature and timestamp and sign Proposal forms separately. The proposal (its parts, if signed separately) are signed by an authorized person, including their authorization document (e.g. power of attorney) stating the authorizations to sign, submit and otherwise manage the proposal.
	3. **Proposal shall contain the following parts and documents/forms:**
		1. Application prepared in accordance with Annex 1;
		2. Technical proposal prepared in accordance with Section 12 and Annex 2;

Financial proposal prepared in accordance with Section 11 and Annex 3;

* + 1. Information and documents relating to entities on whose capabilities the Tenderer is relying (according to Section 9);
		2. Information and documents (according to Section 10) relating to subcontractors;
		3. Information and documents, confirming compliance of the Tenderer with the selection criteria for the Tenderers prepared in accordance with Section 8 and Annex 6 and other requirements of Regulations.
	1. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed and will be rejected as incompliant.
	2. The Tenderer may submit a Proposal only for the whole subject matter of the Procurement in total.
	3. The Proposal must be submitted in accordance with this Regulations, in English or Latvian language (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal). If the Proposal is submitted in English language, upon a request by the Procurement Commission the Tenderer shall provide a translation in Latvian language within the deadline requested by the Contracting Authority’s Procurement Commission.
	4. The Proposal may contain original copies of documents or their derivatives. Tenderer shall submit legally valid documents such as certified copies. For a document to be legally valid it has to be issued and formatted in accordance with the Latvian Law on Legal Force of Documents (*Dokumentu juridiskā spēka likums*) and Law on Electronic Documents of Latvia (*Elektronisko dokumentu likums*), but public documents issued abroad shall be formatted and legalised in accordance with the requirements of the Document Legalization Law of Latvia (*Dokumentu legalizācijas likums*). When submitting the Proposal, the Tenderer has the right to certify the validity of all the documents’ derivatives and translations with one certification.
	5. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Procurement procedure.
	6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/100474
1. Encryption of the proposal information
	1. E-Tender system which is subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
	2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 14.1), Tender must provide Procurement Commission with electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after deadline of the Proposal submission.
2. Submission of a Proposal
	1. Proposal (documents referred to in the Section 13) shall be submitted electronically using the tools offered by the E-Tenders system available at https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/100474 by**\_\_\_\_\_\_\_\_\_, 2024, before 11:00 o'clock (Time Zone EEWT (Eastern European Wintertime), Riga (Latvia))).**
	2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the tools offered by E-Tenders system.
	3. Only Proposals submitted to the E-Tenders system and within the time indicated in Clause 15.1 will be accepted and evaluated for participation in the procurement procedure. Any Proposal submitted outside the E-Tenders system or submitted after the time indicated in Clause 15.1 will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure.
3. Opening of Proposals
	1. The Proposals will be opened in the E-Tenders system on**\_\_\_\_\_\_\_\_\_\_\_\_, 2024, at 15:00 o'clock (Time Zone EEWT (Eastern European Wintertime), Riga (Latvia))** during the open meeting. It is possible to follow the opening of submitted proposals online in the E-Tenders system.
	2. The Proposals are opened by using the tools offered by E-Tenders system, the proposed price and other information that characterizes the Proposal (excluding confidential information) shall be published in E-Tenders system, as well as notice of the presence of documents proving the Security.
	3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the proposals by E-Tenders system and written down in the Proposal opening sheet, which shall be published in E-Tenders system and Contracting authorities web page.
4. Verification of proposal
	1. Procurement Commission verifies whether the submitted Proposals comply with the requirements stipulated in the Regulations (Section 13) and whether all required information and documents are submitted and selects for further evaluation only the compliant Proposals.
	2. If the Tenderer has failed to submit some of the documents which shall be submitted according to the Regulation or the contents of the submitted documents do not comply with the Regulations, the Procurement Commission decides to request clarifications (if possible in accordance with Public Procurement Law of Republic of Latvia) or to exclude the Tenderer from further participation in the open competition.
5. VERIFICATION OF TEHNICAL PROPOSAL
	1. Procurement Commission verifies if Tenderers have submitted Technical Proposal as stipulated in Section 12 and selects for further evaluation only the compliant Technical Proposal.
6. Verification of Financial Proposal
	1. The Procurement Commission verifies whether Tenderers have completed Annex 3 “Financial Proposal” in accordance with the requirements stipulated in Section 11 of Regulations.
	2. The Procurement Commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed. The Procurement Commission shall act in accordance with Article 53 of Public Procurement Law of Republic of Latvia to verify an abnormally low Proposal.
	3. The Procurement Commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial Proposal.
	4. When evaluating the Financial Proposal, the Procurement Commission takes corrections into account.
	5. The Procurement Commission has the right to demand that the Tenderer explains the calculation upon which the Financial Proposal is based and other related aspects in order to ascertain the objectivity of the Financial Proposal and whether an abnormally low Proposal has been submitted.
	6. The Procurement Commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals and selects for further evaluation only the compliant proposals.
7. Contract award criteria
	1. The Proposal selection criterion is the most economically advantageous proposal according to the methodology described in this Section below.
	2. The economically most advantageous proposal in the Procurement shall be Proposal with the lowest total price for Table No 1 (price is the only evaluation criterion based on specific of procurement ans section 4 of Article 51 of Public Procurement Law of Latvia), which complies with the requirements stipulated by the Regulations.
	3. The Procurement commission shall determine the winner in accordance with Section 20.2 of the Regulations and the Contract shall be awarded to the Tenderer with lowest total price for Table No 1.
	4. In case several Tenderers will propose equal total price for Table No 1 Procurement commission will determine economically most advantageous proposal by establishing the draw.
8. Decision making, Announcement of results and entering into a Contract
	1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement Commission performs a check regarding the existence of grounds for exclusion of Tenderers for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying to certify its compliance with qualification requirements (hereinafter - a person on whose capabilities the Tenderer is relying) and subcontractors whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the Contract value.
	2. If, in accordance with the information published on the day of the last data update in a public database, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership), a subcontractor whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the Contract price, a person on whose capabilities the Tenderer is relying, person who has decisive influence on participation in the sense of normative/regulatory acts or Beneficial owner have tax debts, including state mandatory insurance contribution debts, in Latvia in accordance with the Law “On Taxes and Fees” Procurement Commission informs the Tenderer and sets a deadline:
* 3 (three) days from the day of issuing or receiving information – for the submission of a certificate evidencing absence of tax debt or decision to prolong the deadline or postpone payment of the tax, an agreement on payment of the tax or other objective evidence proving absence of a tax debt.

or in a country where it has been incorporated or is permanently residing in, in accordance with the laws and regulations of the country of registration or residence has unfulfilled obligations in the field of taxes. Procurement Commission informs the Tenderer and sets a deadline:

* 10 (ten) days from the day of issuing or receiving information – for the submission of a statement of a competent institution evidencing the absence of tax debt, including state mandatory insurance contributions debts, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of the right to conclude a Contract has been made.
	1. If in the relevant foreign country the certificates or other documents of the competent institution are not issued or they are not sufficient to certify that the reasons for exclusion do not apply to the Tenderer or member of a partnership (if the Tenderer is a partnership), subcontractor whose value of works to be performed or services to be provided is at least 10`000 (ten thousand) euros of the contract price, person on whose capacity the Tenderer is relying to certify its compliance with the requirements, Beneficial owner of the Tenderer, Person who has decisive influence on participation in the sense of normative/regulatory acts, these certificates or other documents can be replaced by an oath. If the laws and regulations of the relevant country do not provide for the taking of an oath - by the declaration of the aforesaid persons to a competent to an executive or judicial authority, a sworn notary or a competent organization of the relevant industry in the country of their registration or permanent residence.
	2. Contracting Authority excludes the Tenderer from participation in the Procurement if it complies to exclusion ground mentioned in Section 8.1.6. of Regulation.
	3. Prior to awarding the rights to conclude the Framework Agreement, the Procurement Commission first checks if the Tenderer to whom the rights to enter the Framework agreement shall be awarded (and each member of a partnership, if the Tenderer is a partnership) falls under the exclusion ground as per Clause 4.1.2. and sanctions according to Article 111. of the Law on International Sanctions and National Sanctions of the Republic of Latvia under Clause 4.1.14. of the 1st stage (Candidate selection) Regulation and Article 5k, Clause 1 of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine.
	4. With reference to Section 15 of the Public Procurement Law and the Contracting Authority's discretion in the application of Section 15 of the Public Procurement Law, participation of any entities from the Russian Federation and/or the Republic of Belarus is prohibited.
	5. Contracting Authority will conclude the Agreement only with legal person registered in NATO, European Union, European Economic Area member state, whose true beneficiary is a citizen of NATO, the European Union, the European Economic Area or a non-citizen of the Republic of Latvia, the manufacturer of the software or equipment used to provide the service is a legal entity registered in a member state of NATO, the European Union or the European Economic Area, or a natural person who is a citizen of the Republic of Latvia, a citizen of a country of NATO, the European Union or the European Economic Area. Contracting Authority will conclude the Agreement a natural person who is a citizen of NATO, the European Union, the European Economic Area or a non-citizen of the Republic of Latvia.
	6. Change of persons upon whose capabilities the Tenderer is relying on or subcontractors whose share of work is equal to or exceeds 10`000 (ten thousand) euros of the contract price is performed in accordance with Sections 9.6. and 10.2. respectively.
	7. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Sections 8.1.1., 8.1.5. and 8.1.6. and has indicated this in the Proposal, upon request by the Procurement Commission it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement Commission assesses such information. If the Procurement Commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the open competition. If the measures taken are insufficient, the Procurement Commission makes the decision to exclude the Tenderer from further participation in the Procurement. If the Tenderer, within the indicated time, does not submit the requested information, the Procurement Commission excludes the Tenderer from participation in the open competition.
	8. The Procurement Commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20.
	9. Within 3 (three) Business days from the date of decision about the Procurement results the Procurement Commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The Procurement Commission announces the name of the chosen Tenderer, indicating:
		1. to the refused Tenderer the reasons for refusing its Proposal;
		2. to the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages;
		3. the deadline by which the Tenderer may submit a complaint to the Administrative court regarding violations of the public procurement procedure.
		4. If the public procurement procedure is terminated, the Procurement Commission within 3 (three) Business days simultaneously informs all Tenderers about all the reasons because of which the Procurement procedure is terminated and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Administrative court.
	10. The Procurement Commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer’s legal commercial interests or the conditions of competition would be violated.
	11. **The selected Tenderer upon receiving the notification from Procurement Commission must:**
		1. within 5 (five) Business days submit cooperation or partnership agreement if required pursuant to requirements under Section 7.1.2.1;
		2. within 10 (ten) Business days from receiving the invitation to sign the Contract, to sign the Contract.
	12. The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex 7.
	13. **The Procurement Commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:**
		1. refuses to conclude a partnership contract in the cases and deadlines defined by the Regulations, or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contractor does not inform of the founding of a partnership company;
		2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
	14. Prior to making the decision regarding the conclusion of the contract with the next Tenderer, the Procurement Commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the Procurement Commission makes a decision to terminate the Procurement without selecting any Proposal.
1. Annexes:
2. Application on 3 (three) pages;
3. Technical Specification – Technical Proposal on 2 (two) pages;
4. Financial Proposal on 1 (one) page;
5. Table “Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements” on 1 (one) page;
6. Table “Sub-contractors” on 1 (one) page;
7. Confirmation of Tenderer`s Economical and Financial standing on 2 (two) pages;
8. Draft Contract - (not attached).

**Annex No 1.: Application**

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT

“Autodesk licenses for employees”

No RBR 2024/7

[form of the tenderer`s company]

2023.\_\_\_\_\_.\_\_\_\_\_\_

|  |
| --- |
|  |
| Name of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
|  |
| Registration number of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
| Lead company of the partnership *(if partnership / group of suppliers)* |
|  |
| VAT payer registration number |
|  |
| Legal address |
|  |
| Actual address (if differs from legal address) |
|  |
| Bank |
|  |
| Bank account (IBAN) |
|  |
| Bank code (SWIFT) |
| Contact person of the Tenderer: name, surname, position, e-mail, telephone number |
| Beneficial owner of the Tenderer |
| Person who has decisive influence on participation in the sense of normative/regulatory acts. |

The Tenderer, by submitting this application:

1. Confirms participation in the Procurement “Autodesk licenses for employees” No RBR 2024/7.
2. Confirms that, if the Tenderer will be awarded with the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities in accordance with the requirements of the Annex No 2 "Technical specification" and its Technical proposal;

3. (only if applicable): Informs that the following persons comply with any of exclusion respective grounds stipulated in Regulations:

|  |  |
| --- | --- |
| Name of the entity (person) | Exclusion ground and brief description of the violation of the law |
| [●] |  |
| [●] |  |

1. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity.
2. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
3. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
4. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
5. Confirms that the Contracting Authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations of the law.
6. Guarantees that all provided information and documents are genuine and true.
7. Confirms that this Financial Proposal includes all fees and costs related to the provision of the subject-matter of Procurement.
8. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 7 "Draft contract");
9. Confirms that offered goods are not subject to international sanctions and not originating from sanctioned areas. Understands and confirms that the Contracting Authority will reject such tenders including any offered goods/services/works that are subject to international sanctions and/or originating from sanctioned areas.

**We meet the criteria of (*please mark*):**

o a small o medium o other

sized enterprise[[6]](#footnote-7) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[7]](#footnote-8)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

**Annex No 2.: Technical specification – technical proposal**

THE PROCUREMENT

 “Autodesk licenses for employees”

No RBR 2024/7

Technical specification preparation date: September 2024.

Annex No 1: Technical specification

1. **Purpose of procurement:**

The main purpose of this procurement is to conclude an agreement with the supplier, who is ready to supply RB Rail AS with Autodesk Flex Tokens (hereinafter referred to as Goods) and administrative support for licensed use of Autodesk software. Autodesk Flex Tokens enables to access any Autodesk product made available for Autodesk Flex Tokens for a daily rate. Rates vary based on the Autodesk product used.

|  |  |  |
| --- | --- | --- |
| **No.** | **Technical Specification** | **Technical proposal** |
| 1. | **Special Terms:** |
| 1.1. | As a minimum this Autodesk software listed must be available for usage of Goods: AutoCAD, Civil 3D, Navisworks Manage and Revit.  |  |
| 1.2. | Autodesk software must support all currently supported versions and any future supported versions. |  |
| 1.3. | Supplier who will supply the Goods must have the Autodesk Authorized Partner status. |  |
| 1.4. | Supplier who will supply the Goods must be able to provide quotation of Goods. |  |
| 1.5. | Supplier who will supply the Goods must be able to provide additional Goods within existing Autodesk Flex Tokens expiration date. |  |
| 1.6. | If Supplier can’t provide Goods in 30 days, then agreement is subject to termination.  |  |
| 2. | **Administrative Support:** |
| 2.1. | Supplier who will supply the Goods must provide the administrative support regarding Goods for topics like quotation, activation, licensing, costs and similar. |  |
| 2.2. | Administrative Support requests shall be submitted and managed on mutual agreement with the winning supplier of Goods. |  |
| 2.3. | Initial response to the administrative requests must be provided within 3 business days. |  |
| 3. | **Description:** |
|  | Indicative\* number of Goods to be purchased split by years:

|  |  |  |  |
| --- | --- | --- | --- |
| Year | 2025 | 2026 | 2027 |
| Autodesk Flex Tokens | 4500 | 5000 | 5500 |

\*Indicative means estimate number of tokens Contracting Authority are planning to purchase in each respective year by making 1 or several purchases. Contracting Authority is entitled not to absorb the whole amount of tokens indicated in section 3 of Technical specification. |  |
| 4. | **Payments:** |
| 4.1. | Payment of Goods is done directly to Autodesk using payment methods available at Autodesk Manage portal according to quotation prices. |  |
| 5. | **Delivery:** |
| 5.1. | Goods should be added to RB Rail Autodesk subscription account and be ready for RB Rail to administer and consume. |  |
| 5.2. | Delivery of Goods is within 1 business day after the approval of receival of payment. |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

**Annex No 3.: financial proposal**

for PROCUREMENT

“Autodesk licenses for employees”

No RBR 2024/7

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenderer’s name) proposes to deliver services in accordance with the requirements of Technical specification (Annex 2) for the following costs:

NB!

The proposed prices have to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first three decimal places will be taken into account.

Table No 1

|  |  |  |  |
| --- | --- | --- | --- |
| **No**  | **Goods** | **Number of Goods [[8]](#footnote-9)** | **Price per average quantity of Goods (EUR excl. VAT, without discount)****Price shall be indicated as od October 30, 2024.** |
| *1* | *2* | *3* | *4* |
| 1 | Autodesk Flex Tokens | 1000 |  |
| 2 | 2000 |  |
| 3. | 3000 |  |
|  | **Total proposed price for Table No 1, EUR excl. VAT** |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

**Annex No 4: Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements**

for PROCUREMENT

“Autodesk licenses for employees”

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|  |  |  |
| --- | --- | --- |
| No | Name of person un whose capabilities the Tenderer is relying on | Description of the capabilities the Tenderer relies on to certify its compliance with qualification requirements (Section 8.2.3. and 8.3. of Regulation) *(if applicable)* |
|  |  |  |
| 1 |  |  |
| 2 |  |  |
| [..] |  |  |

**NB!**

**In case the Tenderer relies on abilities of other entities to certify its compliance with the qualification requirements, this Annex must be accompanied with documents evidencing that all the necessary resources will be passed to the Tenderer, as set per Section 8 and Section 9 of the Regulations.**

**Documents attached: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Please fill in]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ *[Please fill in]* \_\_\_\_\_pages.**

Signature *[signature of the representative of the Tenderer]*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: *[date of signing]*
Name: *[name of the representative of the Tenderer]*
Position: *[position of the representative of the Tenderer]*

Annex No 5: Sub-contractors

for PROCUREMENT

“Autodesk licenses for employees”

No RBR 2024/7

|  |  |  |  |
| --- | --- | --- | --- |
| No | Name of the sub-contractor  | Description of the sub-contracted task *(if applicable)* | Amount of sub-contracted tasks, EUR without VAT *(if applicable)* |
|  |  |  |
| 1 |  |  |  |
| 2 |  |  |  |
| [..] |  |  |  |

1. **We meet the criteria of (*please mark*):**

o a small o medium o other

sized enterprise[[9]](#footnote-10) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[[10]](#footnote-11)

**NB!**

**In case the Tenderer involves sub-contractors whose share of services is equal to or exceeds EUR 10’000 (ten thousands euro), of the contract price, this Annex must be accompanied with documents evidencing that all the necessary resources will be passed to the Tenderer, as set per Section 8 and Section 10 of the Regulations.**

**Documents attached: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Please fill in]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ *[Please fill in]* \_\_\_\_\_pages.**

Signature *[signature of the representative of the Tenderer]*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: *[date of signing]*
Name: *[name of the representative of the Tenderer]*
Position: *[position of the representative of the Tenderer]*

**Annex No 6: Confirmation of tenderer`s economical and financial Standing**

for PROCUREMENT

“Autodesk licenses for employees”

No RBR 2024/7

Clause 8.3.1. of Regulations:

The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), **average financial turnover within the last 3 (three) financial years, i.e. 2021, 2022, 2023 is not less than EUR 40 000, 00 (forty thousand *euros*, 00 *euro* cents)**

In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer’s actual operation period.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Year** | **Total Turnover in EUR** | **Notes** |
| Tenderer or member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer relies on to certify the turnover. |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| Average within the last 3 (three) financial years |  |  |
| If the Tenderer is partnership, please continue and provide info regarding each member and partnership in total. |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| [..] |  |  |  |

Clause 8.3.2. of Regulations:

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year (2023) shall have positive equity capital:

1. *Equity capital = Total Assets – Total Liabilities = \_\_\_\_\_\_\_\_\_\_\_\_\_\_;*

Documents attached: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Please fill in]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ *[Please fill in]* \_\_\_\_\_pages.

Signature *[signature of the representative of the Tenderer]*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: *[date of signing]*
Name: *[name of the representative of the Tenderer]*
Position: *[position of the representative of the Tenderer]*

\* If the financial turnover is in another currency than euro, for the purposes of this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the date of signing of this document.

**Annex No 7: Draft contract (please refer to a separate document)**

for PROCUREMENT

“Autodesk licenses for employees”

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1. If the Tenderer submits the European single procurement document as the initial proof, there is no obligation to submit other documents, unless specifically requested by the Procurement Commission. [↑](#footnote-ref-2)
2. **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

**a)** regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;

**b)** regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement. [↑](#footnote-ref-3)
3. According to the first part of Article 3 of the Law on Concerns, the decisive influence arises on the basis of the group agreement, as well as in the cases specified in the third part of this Article, on

participation basis. The third part of Article 3 of the Law on Concerns stipulates that the company has a decisive influence in the company on the basis of participation, if there is at least one

from the following circumstances:

1) the company has the majority of voting rights in the company;

2) the company, as a member of the company, has the right to appoint or remove the majority of the members of the company's executive body or supervisory body;

3) the company is a member of the company and, using only its member's rights, has appointed the executive bodies of the company during the reporting year, or

the majority of members of the supervisory body;

4) the company is a member of the company and, based on an agreement with other members, alone controls the majority of voting rights in the company.

<https://likumi.lv/ta/en/en/id/4423-group-of-companies-law> [↑](#footnote-ref-4)
4. If such documents of the competent authority are not issued, Tenderer shall submit certificate that is provided by a competent executive authority or a judicial authority, a sworn notary or competent organization of the relevant industry. [↑](#footnote-ref-5)
5. **Offshore**: low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member Dates of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area. [↑](#footnote-ref-6)
6. The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate. [↑](#footnote-ref-7)
7. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-8)
8. Quantity has been calculated considering average indicative amount of Autodesk Flex Tokens Contracting Authority is planning to procure in years 2023, 2026 and 2027 in 1 or several purchases in respective year. [↑](#footnote-ref-9)
9. The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-10)
10. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-11)